

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/23/2014		2. CONTRACT NO. (if any) HSHQDC-13-A-00034		6. SHIP TO:	
3. ORDER NO. HSBP1014F00419		4. REQUISITION/REFERENCE NO. 0020080853		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DELOITTE & TOUCHE				<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
b. COMPANY NAME				<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS STE 800 1750 TYSONS BLVD					
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102-4208		
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED.				10. REQUISITIONING OFFICE P.Howell	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/23/2015	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			
DESTINATION	DESTINATION			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	Investment Management Support	1.000	AU	(b) (4)		

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h)TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DHS - Customs & Border Protection Commercial Accounts Sect.						\$2,058,896.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100							
c. CITY Indianapolis			d. STATE IN	e. ZIP CODE 46278				

UNITED STATES OF AMERICA BY (Signature)

(b) (6)

23. NAME (Typed)
Earl Lewis III

TITLE: CONTRACTING/ORDERING OFFICER

FOR LOCAL REPRODUCTION
Edition not usable

OPTIONAL FORM 347 (REV. 5/2011)
Prescribed by GSA/FAR 48 CFR 53.213 (f)



22. U
AUTH
Previous

DATE OF ORDER 09/23/2014	CONTRACT NO. (if any) HSHQDC-13-A-00034	ORDER NO. HSBP1014F00419	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: (b) (3) (A)

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This firm fixed price task order, HSBP1014F00419, is issued to Deloitte & Touche, LLP against the Department of Homeland Security's (DHS) Financial Management and Reporting Support Services (FMRSS) Blanket Purchase Agreement (BPA) # HSHQDC13A00034 for Investment Management and OIT Budget Planning Services. This requirement shall be provided in accordance with the attached Performance Work Statement (PWS).

Ref: Deloitte & Touche LLP's quotation in response to the CBP RFQ # HSBP20080853. The terms and conditions of this order are in accordance with those in DHS BPA # HSHQDC13A00034.

All terms and conditions of the Customs and Border Protection Task Order and DHS BPA are in full force and effect.

Period of Performance:

Base Year: 09/24/2014 – 09/23/2015
Option Year 1: 09/24/2015 - 09/23/2016
Option Year 2: 09/24/2016 - 09/23/2017

The Contracting Officer's Representative (COR) for this Task Order is:

(b) (6)

Phone:

Email: (b) (6)

The Contract Specialist for all Contract issues on this order is:

(b) (6)

Phone:

Email: (b) (6)

By accepting this order, the vendor agrees to receive payment via Electronic Funds Transfer (EFT). The order number (Block 3) shall be referenced on the invoice.

Vendor is registered in System for Award Management (SAM).

Vendor DUNS number is: 187107958

Submit invoices via e-mail to the following:

(b) (6)

CBPINVOICES@DHS.GOV.

----- OR -----

Submit invoices via U.S. Mail to the following address:

DHS – Customs and Border Protection National Finance Center (Address in Section 21 of this Task Order).

NOTE: Failure to follow above instructions may cause delays in payment processing.

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1014F00419**

I.1 SCHEDULE OF SUPPLIES/SERVICES

Base Year

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Investment Management Support (Travel ODC: (b) (4))	1.000	AU	(b) (4)	

Total Funded Value of Award:

\$2,058,896.00

Option Year 1

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
20	Investment Management Support (Travel ODC: (b) (4))	1.000	AU	(b) (4)	

Option Year 2

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
30	Investment Management Support (Travel ODC: (b) (4))	1.000	AU	(b) (4)	

Total Task Order Value with Options:

(b) (4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923010200Z00014411AU0516090200 IS0202525	\$2,058,896.00

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
DHS - CUSTOMS & BORDER PROTECTION OIT 7450 BOSTON BLVD. SPRINGFIELD, VA 22153	10	1.000	09/23/2015

CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

52.222-17 Nondisplacement of Qualified Workers (May 2014)

(End of clause)

FAR CLAUSES INCORPORATED IN FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

HSAR CLAUSES INCORPORATED IN FULL TEXT

3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

3052.204-71 Contractor Employee Access (Jun 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

ALTERNATE I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012) ALTERNATE I (SEP 2012)

(a) The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) **Certain stock disregarded.** For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) **Plan deemed in certain cases.** If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) **Certain transfers disregarded.** The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) **Special rule for related partnerships.** For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) **Treatment of Certain Rights.**

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) **Disclosure.** The offeror under this solicitation represents that [Check one]:

☒ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

3052.209-72 Organizational Conflict of Interest.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) **Determination.** The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is that deliverable documents required under this contract may contain

acquisition sensitive and source selection information. The OMB 300 reports contain an Acquisition Strategy section that may contain acquisition sensitive information that will be incorporated into requirements documents (i.e., statement of work (SOW)). Access to this type of information constitutes an Organizational Conflict of Interest relative to the program acquisition for which the OMB 300 report was developed.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or ___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of Clause)

3052.209-73 Limitation of future contracting.

LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest.

(b) The nature of this conflict is that the Contractor is to provide investment management and Office of Information Technology (OIT) budget planning services.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

3052.242-71 Dissemination of Contract Information (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of Clause)

OTHER CLAUSES INCORPORATED IN FULL TEXT

CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

(End of Clause)

PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) U.S. Customs and Border Protection
Commercial Accounts Section
6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "**Per CBP, Net [state # days] Invoice**".

- (2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*
DHS/U.S. Customs and Border Protection
Attention:

OR email:

- (3) Contracting Officer's Representative (COR) *[fill in at time of award]*
DHS/U.S. Customs and Border Protection
Attention:

OR email:

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
 - ii. Invoice date and invoice number.
 - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and

- v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

(End of Clause)

SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2).
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life,

including employment, education, residences, police and court inquiries, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).

4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology

(OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

(End of Clause)

NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(End of Clause)

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

c. Electronic access to contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

(End of Clause)

HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the

Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

(End of Clause)

SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

(End of Clause)

ENTERPRISE ARCHITECTURE (EA) COMPLIANCE

The Contractor shall ensure that the design conforms to the DHS Homeland Security (HLS) and CBP EA, and all DHS and CBP policies and guidelines as promulgated by the DHS and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA) such as the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture Technical Framework.

The Contractor shall conform to the Federal Enterprise Architecture (FEA) model and the DHS and CBP versions of the FEA model as described in their respective EAs. Models will be submitted using Business Process Modeling Notation (BPMN) version 2.0 and the CBP Architectural Modeling Standards for all models. Universal Modeling Language (UML2)

may be used for infrastructure only. Data exchange formats and semantics shall be in conformance with the National Information Exchange Model (NIEM), version 2.0. Development solutions will also ensure compliance with the current version of the DHS and CBP target architectures.

The Contractor shall maintain close coordination with the CBP Enterprise Architecture Branch (EAB) and utilize the Central Enterprise Architecture Repository (CEAR), for capturing performance measures, business processes, application designs, technical infrastructure designs, and other related designs for the project. The Contractor shall develop performance indicators and ensure appropriate mapping to the Performance Reference Model (PRM); develop business process flows and ensure appropriate mapping to CBP Lines of Business and Business Reference Model (BRM); develop application models capturing system components, subsystems, and information exchanges between system in development and other systems and ensure appropriate mapping of the system under development to Service Component Reference Model (SRM) and the Technical Reference Model (TRM); develop data models and data exchanges that align to the Data Reference Model (DRM) and develop models of technical infrastructure that will be used to support the systems under development.

All IT hardware and software shall comply with the DHS and CBP Technical Reference Models (TRM). The Offeror shall use DHS/CBP approved products, standards, services, and profiles as reflected by the hardware software, application, and infrastructure components of the DHS/CBP TRM/Standards Profile. If new hardware, software and infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal technology insertion process which includes a trade study with no less than four alternatives, one of which shall reflect the status quo and one shall reflect multi-agency collaboration. The DHS/CBP TRM/Standards Profile will be updated as technology insertions are accomplished.

Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model (DRM) and Enterprise Architecture Information Repository. Submittal shall be through the CBP Data Engineering Branch (DEB) and CBP Enterprise Architecture Branch (EAB).

All developed solutions shall be compliant with the HLS and CBP EA.
Compliance with the HLS EA shall be derived from and aligned through the CBP EA.

In compliance with Office of Management and Budget (OMB) mandates, all network hardware provided under the scope of this Statement of Work and associated Task Orders (TO) shall be IPv6 compatible without modification, upgrade, or replacement.

OAST (OFFICE ON ACCESSIBLE SYSTEMS AND TECHNOLOGY) COMPLIANCE

DHS Accessibility Requirements Tool (DART)

ACCESSIBILITY REQUIREMENTS (SECTION 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

EBMO (INVESTMENT REVIEW) COMPLIANCE

This requirement aligns with the Infrastructure investment.

ISO (INFORMATION SECURITY) COMPLIANCE

- **Interconnection Security Agreements**

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both DAAs or by the official designated by the DAA to have signatory authority.

- **Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information**

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 *Safeguarding Sensitive But Unclassified (For Official Use Only) Information*, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 *Information Technology Systems Security* and the *DHS Sensitive Systems Handbook* prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the task order.

(End of Clause)

(End of Section)

Investment Management and OIT Budget Planning Services
Performance Work Statement (PWS)

1. Background

The U.S. Customs and Border Protection (CBP), a component of the Department of Homeland Security (DHS), has an investment-driven approach to managing Information Technology (IT) and non-IT capital investments. This approach, which is consistent with the DHS Capital Planning and Investment Control (CPIC) policy and procedures and with the policies of the Office of Management and Budget (OMB) contained in such documents as OMB Circular A-11, enables CBP to invest its funds more effectively and to monitor its investments at all stages of development and deployment. CBP manages the acquisition lifecycle of all investments consistent with the DHS Acquisition Review Process (ARP) under DHS Directive 102-01. Together, CPIC and ARP are managed within CBP under the CBP Program Lifecycle Process (PLP). The PLP aligns investments to the enterprise architecture, as required, and to the requirements of the individual business offices' processes and strategy.

The PLP is a formalized, business-driven approach to selecting, controlling and evaluating investments with specific project evaluation criteria regarding risk management, strategic alignment, mission effectiveness, and cost-benefit analysis. This structured process provides a systematic method for minimizing risks while maximizing return on investments.

The PLP, while formalized and structured, is also a dynamic process capable of changing to meet the needs and requirements of the CBP, DHS, and OMB. The CBP PLP has four CPIC phases. These are: Pre-Select, when an initial judgment is made on a project's value; Select, when a project is planned and initiated; Control, when a project's plans are completed and the project is deployed; and Evaluate, when the deployed project is operationally maintained. The CBP PLP also names these phases according to their DHS ARP equivalents – Need, Analyze/Select, Obtain, and Produce/Deploy/Support.

The Pre-Select Phase uses a Mission Needs Statement as the primary documentation for project review by the Office of Technology and Innovation (OTIA), the Enterprise Architecture Review Board (EARB), and the CBP Governance Board (CGB). Upon approval by the appropriate board, a funded project moves to the Select Phase and, if it meets the DHS definition of a Major project, the project office must prepare an OMB Exhibit 300. The OMB Exhibit 300 is part of the DHS budget submission and must meet specific scoring criteria to be accepted by OMB. Projects moving through the Select Phase to the Control and Evaluate Phases are also subject to review by various DHS bodies, including the DHS Joint Requirements Council (JRC) and the DHS Investment Review Board (IRB).

It has become increasingly important over the past years for OIT to better align IT reporting in Investment Management System (IMS), Next Generation Periodic Reporting System (nPRS), Future Years Homeland Security Program (FYHSP), etc. with CBP's internal budget planning processes; and, in particular, CBP's BFX planning tool. CBP/OIT must take steps to ensure that the CBP/OIT story is consistent throughout the processes that use these tools. CBP/OIT needs to be more conscious and deliberate about when, where, and how, dollars are aligned; and, equally important, where budget reductions through the Resource Allocation Plan (RAP), Resource Allocation Decision (RAD), and Passback processes are reflected. In the current tight fiscal climate, CBP/OIT needs to provide and ensure transparency in where and how the IT dollars expended deliver operational capability to meet front-line mission needs. As well, CBP/OIT needs to articulate the mission impact of any proposed efficiency across the entire CBP IT portfolio (on dollars held within and outside of OIT).

CBP's budget formulation process varies over the years; however, direction is provided by both the Office of Program Development during the resource allocation planning process, and the Office of Administration in finalizing the narrative for the Congressional Budget submission. Therefore, updates to work in BFX, need to convey and align to what is stated in major and non-major reporting, ensuring that dollars and outcomes are aligned. As the fiscal environment remains constrained, it is critical that OIT be able to justify the mission outcomes, as well as increase transparency in where and how the IT infrastructure and funding directly support all CBP mission outcomes.

2. Scope

This requirement is for a full range of financial planning and investment management support services to include investment management, CPIC coordination and OMB Exhibit 300/53 (business case) formulation assistance, review and submission; as well as enhancing and bringing best practices to OIT's budget formulation, planning, and reporting, to bring more visibility and transparency into how the dollars are being spent to support the CBP mission. In addition, the requirement includes support services for monthly review, and assistance for the reporting on the major investments through the DHS periodic reporting tools.

3. Applicable Documents

- OMB Circular A-11
- DHS Directive 102-01
- CBP PLP Guide
- U.S. CBP Security Policies and Procedures Handbook CIS HB 1400-05B
- DHS Life-Cycle CPIC Guidance
- DHS Guidance on the Privacy Impact Assessment
- DHS Mission Needs Statement (MNS) template and instructions
- DHS Program Management Plan
- DHS Management Directive 1330 Planning, Programming, Budget and Execution

- Federal Enterprise Architecture (FEA) Reference Models
- CBP Systems Development Life Cycle Handbook
- Customs Directive No. 51715-006 Separation Procedures for Contractor Employees (CF-242)
- CBP/Office of Administration (OA), Office of Program Development (OPD), and other external Budget Formulation processes

4. Performance Objectives

The overall objective is to improve program compliance with CPIC, the Acquisition Review Process (ARP) guidance from DHS and CBP, the RAP guidance from the Department; the overall scores of the OMB 300s/53s for both IT and non-IT investments at all levels, the transition to Agile project management values, principals, and methodologies, and the quality and timeliness of monthly reporting on these investments for the purpose of sound investment decision-making. This effort also includes enhanced visibility and communication of how the OIT budget supports the operational mission outcomes.

The Performance Requirements Summary (PRS) is available in Addendum A. Performance metrics will be tracked using a variety of other metrics to include the OMB 300/53 scores, notwithstanding program-related issues, and customer satisfaction interviews.

Common for All Objectives: The Contractor shall respond to all questions from program offices in a timely manner. The Contractor shall retain as much of their initial staffing as possible during the Period of Performance of this task order with the staff attrition rate less than 15% a year.

4.1 Objective 1: Investment Management Process Coordination

4.1.1 The Contractor shall analyze and review IT and non-IT initiatives through all phases of the CBP PLP and the DHS ARP/CPIC processes for the purpose of ensuring consistency and accuracy of documentation and to facilitate information sharing.

Standard: All contractor conclusions / recommendations are supported by thorough analysis, and are complete, comprehensive and suitable to support government decision making needs.

4.1.2 The Contractor shall ensure proper documentation and record keeping, review investment process documentation, maintain the CBP IT and non-IT investment data in the Investment Management System (IMS), review cost-benefit analysis and performance measures, and coordinate the documentation requirements of the various CBP PLP and DHS ARP/CPIC management bodies.

Standard 1: Reviews/audits accurately reflect applicable regulatory and policy guidance (OMB, DHS, and CBP) and contractor effectively communicates submission requirements to the program offices.

Standard 2: Process documentation accurately reflects applicable regulatory and policy guidance (OMB, DHS, and CBP).

Standard 3: Internal record database is kept current and records are available to support government decision making needs.

4.2 Objective 2: Business Case Support

4.2.1 The Contractor shall assist in the preparation of business cases (OMB Exhibit 300s) for both major IT investments and major non-IT capital assets for the purpose of improving overall scores. This includes providing assistance to projects in explaining within the Exhibit 300: their project planning, alternatives analysis, cost-benefit analysis, risk management plan, system architecture, security and privacy, acquisition strategy, performance measurement baseline, and full life cycle requirements. This assistance shall not require full completion, from start to finish, of the Exhibit 300 by the contractor; but shall be comprehensive to allow the program/project manager or program office staff to successfully complete their own Exhibit 300. Application of Agile project management methodologies may be applicable. Although support to CBP program offices is more related to oversight and guidance, the contractor shall coordinate annual updates to the OIT OMB Exhibit 300 for IT infrastructure with representatives among the following OIT organizations: Enterprise Network and Technology Solutions Directorate, Enterprise Data Management and Engineering Directorate, and the Field Support Directorate. Support to other OIT IT investments may be provided, when/as needed.

Standard: Information and knowledge provided is clear, useful for recipient performance and accurately reflects applicable regulatory and policy guidance (OMB, DHS, and CBP). Recommendations are made to offices' 300s supporting how OIT's base traces from the 300s back to the CBP IT submission and budget in CBP's BFX, and vice versa.

4.2.2 The Contractor shall review and analyze business cases (OMB Exhibit 300s) to ensure that all sections are complete and accurate and contain sufficient relevant information to enable CBP and DHS management to make decisions that are directly tied to business goals.

Standard: Reviews/audits accurately reflect applicable regulatory and policy guidance (OMB, DHS, and CBP) and contractor effectively communicates review/audit findings and submission requirements to the program offices. Sections that are not complete, accurate, or lack sufficient relevant information are brought to the attention of the submitting office and guidance is given on improving or correcting the insufficient information.

4.2.3. The Contractor shall provide enterprise analysis to ensure consistency in documentation and presentation across projects. The Contractor shall coordinate all required documentation to provide the approving Boards/Committees with accurate and timely decision-making information.

Standard: All contractor conclusions/recommendations are supported by thorough analysis, and are complete, comprehensive, and suitable to support government decision making needs.

4.2.4 The Contractor shall assist Government projects in collecting project measurement and performance information in advance of actual business case development to ensure accurate and timely submissions. This may involve collecting project metrics, results, and measurement information.

Standard: Project measurement and performance information is complete, accurate, and suitable to support business case development.

4.3 Objective 3: Budget Formulation and Planning

4.3.1 The Contractor shall assist CBP's budget planning processes via CBP's BFX, and to help ensure a consistent communication across various reporting requirements.

Standard: OIT is able to clearly articulate and defend how IT dollars are allocated. Contractor shall assist OIT with articulating how the dollars aligned in the BFX support CBP's IT infrastructure. Contractor shall help OIT use existing budget planning data to better articulate to OIT and CBP leadership the various segments and importance of OIT's budget such as infrastructure platform (mainframe /server/etc), mandatory/non-mandatory costs, etc. The budget numbers themselves do not enable leadership to clearly understand how the OIT dollars are enabling the mission. Contractor shall also assist with bringing consistency across OIT in how requirements are planned and executed.

4.3.2 The Contractor shall assist with helping OIT link IT spend to operational business outcomes, to help operators understand the value of IT to their current and future missions.

Standard: Clear and articulate displays of how CBP's IT budget supports CBP's operational outcomes via presentations that follow business practices to convey purpose and intent of funding, and how it directly supports operational outcomes. It may take the form of presentations for OIT, CBP, DHS leadership, as well as resource allocation modeling (allocation methods that help demonstrate the costs to deliver IT capabilities/services to the field; costs that better align IT spend to consumers of the specific service, etc.).

4.3.3 The Contractor shall work with OIT FMD and all OIT offices to enhance current budget planning and formulation efforts. The Contractor shall assist OIT in defining a recurring process to build and track budget planning efforts to bring greater visibility to baseline changes as systems, applications, and hardware are modernized/transformed to meet future business needs – in a manner that is consistent with CBP's BFX and line of business structure.

Standard: Implement recurring best practice to build and track budget planning efforts to bring greater visibility to baseline changes as systems, applications, and hardware are

modernized/transformed to meet future business needs – in a manner that is consistent with CBP's BFX and line of business structure.

4.3.4 The Contractor shall continue to help OIT tie funding to operational outcomes, and identify areas where CBP may achieve savings. Through assistance with IT budget planning, the Contractor shall help to identify and make recommendations to OIT/FMD – for presentation to OIT leadership - on where there may be opportunities for savings based on industry best practices.

Standard: Identify methods/processes through which OIT can better identify and make budget trade-off decisions for consideration and decision by OIT leadership on where there may be opportunities for savings based on industry best practices.

5. Deliveries and Delivery Schedule

5.1 Monthly Status Report

The Contractor shall submit a monthly status report to the Contracting Officer (CO) and Contracting Officer's Representative (COR) by the fifth business day of each month. The monthly status report shall address the functional accomplishments by project, issues, unresolved problems and a plan of action for resolving any problems identified. This report shall contain the following information:

- A cover letter with the Contractor's name and address, the contract number, the date of the report, and the period covered by the report;
- Significant changes, if any, to the Contractor's organization or method of operation;
- Description of significant events occurring during the reporting period;
- Status of the projects and other work efforts;
- Problem areas affecting technical, schedule, or cost elements of the contract, including background, impact and recommendations for resolution;
- All safety information regarding violations, injuries and resolution of previous safety issues using approved CBP forms;
- Results related to previously identified problem areas with conclusions and recommendations;
- Name and telephone number of the preparer of the report;
- Planned work assignments and desired results for the next reporting period;
- Anticipated upcoming leave for each contract employee.

5.2 Reports

The Contractor shall submit reports, in the Contractor's format of document layout, no later than three business days after all meetings attended by the Contractor as well as when requested by the Government. These reports can cover such areas as:

- Trip reports
- Meeting minutes
- Scoring results, lessons learned
- Process improvement suggestions

5.3 OIT Budget to Mission Reporting

The contractor shall create a report, in the Contractor's choice of format that ties all OIT base budget to operational mission support. This report will be due after OIT's base formulation has been completed. The report will inform OIT leadership of the requirements and funding required by each OIT organization, to obtain final review/approval.

5.4 Staffing Plan

The Contractor shall submit a staffing plan with the quote, final due 10 business days after the kickoff meeting. The Staffing Plan shall clearly show how the Contractor will obtain the required staff to meet the Government's requirements as defined in the PWS. The Staffing Plan shall include the Contractor's overall approach to hire the required staff and to maintain adequate staff during the period of performance, and to ensure personnel are able to successfully pass a CBP Background Investigation (BI).

The staffing plan shall also include a detailed staffing matrix showing the following:

- Name of each Contractor personnel proposed by labor category and his/her key skills and qualifications.
- PWS Objective/Task Area Number.
- Company of the proposed Contractor Personnel (e.g., prime or Sub-contractor Company).
- Estimated start date for each proposed Contractor Personnel.
- Current Contractor Personnel CBP clearance status (e.g., already has CBP clearance or estimated date that the CBP BI package shall be submitted to the COR).
- Current hiring status of the proposed Contractor personnel (e.g., current employee of the Contractor, not a current employee of the Contractor but has signed an employment letter of intent, not a current employee of the Contractor and has not signed an employment letter of intent).

5.5 Transition On-Board Plan

The contractor shall plan for and support the smooth and effective transition onto the performance of this effort. The transition on will include the full range of plans and activities required to progress from award of contract to assumption of full performance responsibility as quickly as possible. The plan shall be submitted as part of the proposal, final due 10 business days after the kick-off meeting. Included in transition on-board are the following key activities:

- Submit security information packages as required for all contractor employees assigned to contract performance.
- Complete all DHS and CBP in-processing requirements (to include security, facility access/badges, IT equipment assignment, on-board training, IT system access, and workspace assignment.)
- Review all Government provided work-in-progress and develop plans for completion of this unfinished work effort making maximum use of completed work where practical.
- Review any work plans and projections to determine the extent to which any of the plans or projections can be used in the formation of planning for the execution of the current effort.
- Develop and maintain a transition on-board plan that includes a detailed time-phased list of key activities, events, and tasks.
- Submit Transition On-Board bi-weekly reports to the COR on progress toward completing the transition on-board. Report to the COR when transition on-board is complete; anticipated no later than four months after award.

5.6 Transition Out Plan

The contractor shall plan for and support an orderly and efficient transition off the contract, beginning at the direction of the COR (approximately three months prior to the end of the period of performance). The transition-out will include the full range of plans and activities required to bring the contracted work effort to logical completion where possible and record the status of any and all work-in-progress that will be delivered to the Government for use at the Government's discretion. The plan shall be submitted as part of the proposal, final due three months prior to the end of the period of performance. The transition out support includes, but is not limited to, the following key activities:

- All contractor personnel out-processing from CBP (to include security de-briefs as needed, facility badges and access, IT equipment returns, and return of all GFI and files (electronic or otherwise)).
- Develop and maintain a transition-out plan to include time-phased list of key events, activities, and tasks.
- Develop and deliver a summary of all work-in-progress activities and projects. This will include any technical documents developed, delivered, and maintained during the performance of work under this contract.
- Advice and consultation to the Government team on all work-in-progress, unfinished projects, and future plans/projections.
- Participation in exit interviews as deemed appropriate by the COR.
- Submit Transition Out bi-weekly reports to the COR on progress toward completing the transition out tasks. Report to the COR when transition out is complete.

5.7 Quality Control Plan (QCP)

The contractor shall develop and maintain an effective Quality Control Plan (QCP) to ensure services are performed in accordance with performance objectives and at the highest level of quality standards. The plan shall be submitted as part of the proposal, final due 10 business days after the kick-off meeting.

5.8 Report Formats

All reports shall be delivered in softcopy electronic format. Softcopies shall be delivered utilizing Microsoft Office 2003 (or later version) file format. The Contractor shall submit all reports electronically. In the event the government's electronic mail system is unavailable or not accessible due to a system malfunction, the Contractor shall submit all reports in print format to be followed with an electronically transmitted copy as soon as the electronic mail system becomes available.

5.9 Reporting Requirements

PWS REFERENCE	DELIVERABLE TITLE	DELIVERY DATE
Paragraph 5.1	Monthly Status Report	By the 5 th business day of each month.
Paragraph 5.2	Reports	As required, but no later than 3 business days after the date of the meeting.
Paragraph 5.3	OIT Budget to Mission Reporting	As required.
Paragraph 5.4	Staffing Plan	Submitted as part of the quote; final due 10 business days after the kick-off meeting.
Paragraph 5.5	Final Transition On-Board Plan	Submitted as part of the quote, final due 10 business days after the kick-off meeting.
Paragraph 5.5	Transition On-Board Bi-weekly Report	Submitted bi-weekly after COR acceptance of the transition on-board plan.
Paragraph 5.6	Final Transition Out Plan	Submitted as part of the quote, final due three months prior to the end of the period of performance.
Paragraph 5.6	Transition Out Bi-weekly Report	Submitted bi-weekly after COR acceptance of the transition out plan.
Paragraph 5.7	Quality Control Plan	Submitted as part of the quote, final due 10 business days after the kick-off meeting.

Table 2: Reporting Requirements

5.10 Acceptance Criteria

The Government reserves the right to reject any deliverable based on defects with respect to completeness, correctness, clarity, and consistencies. In the event of a rejection of any deliverable, the COR will notify the contractor within three (3) business days of the receipt of the deliverable of any deficiencies to be corrected. The contractor shall have three (3) business days to correct the deficiencies.

- ***Accuracy*** - Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style. All deliverables shall conform to appropriate CBP or DHS Directives or OMB circulars.
- ***Clarity*** - Deliverables shall be clear and concise; engineering terms shall be used, as appropriate. All diagrams shall be easy to understand and relevant to the supporting narrative.
- ***Specifications Validity*** - All Deliverables shall satisfy the requirements of the Government as specified herein.
- ***File Editing*** - All text and diagrammatic files shall be editable by the Government.
- ***Timeliness*** - Deliverables shall be submitted on or before the due date specified in this contract.

6. Place of Performance

6.1 Work shall generally be performed at CBP locations within the National Capital Region and Northern Virginia. Exceptions may be allowed with consent from the COR for specific tasks. No off-site work in excess of eight hours per week shall be performed without organization approval along with the COR.

6.2 Any travel, if required, shall be in accordance with the Federal Travel Regulations. Contractor personnel working at a government site for any length of time will not normally be paid local travel costs between facilities in the local campus area. Local travel costs may, in some cases, be allowed if an advance request is made to the COR. Examples include metro rail and parking fees for meetings occurring outside the performance area. There is no anticipated non-local travel.

6.3 There are no other direct costs anticipated.

7. Period of Performance

7.1 The period of performance is as follows:

Base Period: September 24, 2014 – September 23, 2015 (12 Months)

Option Period 1: September 24, 2015 – September 23, 2016 (12 Months)

Option Period 2: September 24, 2016 – September 23, 2017 (12 Months)

The standard workday shall be a nominal eight-hour day (excluding lunch time), worked between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Exceptions to the eight-hour workday may be allowed, with consent from the COR.

7.2 Holidays and Administrative Leave

CBP personnel observe the following days as holidays:

New Year's Day,	Labor Day
Martin Luther King's Birthday,	Columbus Day
Presidents' Day,	Veterans Day
Memorial Day,	Thanksgiving Day
Independence Day,	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

8. Government Furnished Equipment and Information

8.1 Government Furnished Equipment

The Government will supply all required computer equipment, furniture and office space required to perform these requirements for on-site personnel. All work shall occur on government provided equipment and through government provided electronic mail accounts and systems where applicable.

8.2 Government Furnished Information

The Government will furnish applicable program/project documents required to perform these requirements after contract award.

9. Constraints

9.1 Program and Policy documentation listed in Applicable Documents and the Government Furnished Information Section are constraints to this PWS.

9.2 Contractor shall ensure that assigned personnel are skilled in the use of Microsoft Access, Excel, Word, and PowerPoint.

9.3 Security Requirements.

All work is UNCLASSIFIED.

The Contractor shall comply with the CBP administrative, physical and technical security controls to ensure that the Government's security requirements are met. During the course of this contract, the Contractor shall not use, disclose, or reproduce data, which bears a restrictive legend, other than as required in the performance of this contract.

9.4 Personnel Security Background Data

All personnel employed by the Contractor and/or responsible to the Contractor for work performed hereunder shall either currently possess or be able to favorably pass a full field five (5) year background investigation required by CBP policies and procedures for employment prior to beginning work with CBP. This policy applies to any new personnel hired as replacement(s) during the term of this agreement.

The Contractor shall submit within ten (10) business days after contract award:

- A list containing the full name, social security number, and date of birth of those people who will require background investigation by CBP, and
- Such additional information and documentation as may be required by the Government to have a background investigation performed

The information must be correct and reviewed by the designated CBP Security Official for completeness. Normally, information requested for a background investigation consists of SF-85P, "Questionnaire for Public Trust Positions" or SF-86, "Questionnaire for Sensitive Positions (For National Security)" TDF 67-32.5, "U.S. USCS Authorization for Release of Information", FD-258, "Fingerprint Chart" and a Financial Statement. Failure of any contract personnel to successfully pass a background investigation shall be cause for the candidate's dismissal from the project and replacement by a similar and equally qualified candidate as determined and approved by the CO/COR. This policy also applies to any personnel hired as replacements during the term of the agreement.

All background investigation forms must be accepted by CBP with verbal approval from a representative from CBP Office of Management Inspection and Integrity Assurance, Security Program Division (MIIA-SPD) before contract personnel can begin work. MIIA-SPD estimates these procedures will take approximately ten (10) days from the time they receive the packet. The COR will approve when any personnel can begin work after the background investigation forms have been accepted. Typically the COR authorizes work to begin upon the issuance of a limited BI, under which a contractor may be given certain building access and computer-related equipment/accesses. Other full accesses cannot be granted until a full background investigation is complete. Currently, completion of background investigations is taking approximately six (6) months from initial acceptance of the package.

The Contractor shall immediately notify the Project Manager/COR/CO of any personnel changes. Written approval and confirmation is required for phone notification. This includes, but is not limited to, resignations, terminations, and reassignments.

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees (CF-242)" the Contractor is responsible for ensuring that contract employees separating from the agency complete the relevant portions of the CF-242. This requirement covers all Contract employees who depart while the contract is still active (including resignation,

termination, etc.) or upon final completion of contracts. Failure of a contract to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

The Contractor shall notify the COR and CBP OIT Security and Technology Policy Branch (Program Integration Division) of any changes in access requirements for its personnel no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to another contract. The Contractor/Project Manager is responsible for the completion and timely submission to the COR of the CF-242 for all departing contract personnel. The Contractor shall provide OIT Information Systems Security Branch (ISSB) the following information on behalf of their contract personnel to telephone number (703) 921-6116 or fax the below information to (703) 921-6570:

Full Name
Social Security Number
Effective Date
Reason for Change

All services provided under this agreement must be compliant with DHS Information Security Policy, identified in MD4300.1, Information Technology Systems Security Program and 4300A Sensitive Systems Handbook.

9.5 Identification Badges

All Contractor employees shall be required to wear CBP issued identification badges at all times when working in Government facilities.

9.6 General Security

All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall conform to all security policies contained in the CBP Security Policies and Procedures Handbook, CIS HB 1400-05B.

9.7 Contractor Employee Access

The Contractor shall comply with HSAR 3052.204-71, Contractor Employee Access, Sensitive Information and Alternate I.

9.8 Additional Contractor Requirements

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on CBP contracts. For example, Contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
[Company Name]
Supporting the XXX Division/Office...
CBP
[Phone]
[Other contract information as desired]

9.9 Non-Disclosure

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of the contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the task. All Contractor personnel shall be required to sign a Non-Disclosure statement.

9.10 Limitations on Future Contracts

The CO has determined that this acquisition may give rise to a potential organizational conflict of interest (OCI), or may provide the offeror with the potential to attain an unfair competitive advantage. Accordingly, the attention of the offeror is invited to FAR Subpart 9.5 – Organizational Conflicts of Interest. The nature of this conflict is: Deliverable documents required under this contract may contain acquisition sensitive and source selection information. The OMB 300 reports contain an Acquisition Strategy section that may contain acquisition sensitive information that will be incorporated into requirements documents (i.e., statement of work (SOW)). Access to this type of information constitutes an Organizational Conflict of Interest relative to the program acquisition for which the OMB 300 report was developed.

The limitations on future contracting are as follows:

- (a) If, an actual, potential or perceived Organizational Conflict of Interest may arise through the performance of tasks pursuant to this contract, such as developing or accessing specifications or statements of work or source selection information that are to be incorporated into a solicitation, then award to the Contractor will be governed by the requirements in paragraphs (b), (c), (d), (e), and (f) of this provision.
- (b) If any such conflict of interest is found to exist, the CO may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to mitigate or avoid such conflict in the contract awarded. After discussion with the offeror, the CO may determine that the actual conflict of interest cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.
- (c) Disclosure: The offeror hereby represents, to the best of its knowledge that: (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or (2) It has included information in its

proposal, providing all current information bearing on the existence of an actual or potential organizational conflict of interest, and has included the mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation/Waiver. If the offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. If not defined, then this provision applies fully.

(e) Other Relevant Information. In addition to the mitigation plan, the CO may require further relevant information from the offeror. The CO will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

9.11 Corporation Change. The Contractor shall inform the CO within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

Addenda

A – Performance Requirements Summary

B – Acronym List

Addendum A: Performance Requirements Summary

Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Common for all objectives: Timeliness				
Common For All Tasks: The Contractor shall respond to all questions from program offices in a timely manner (see PWS para 4)	All questions from program offices must be answered within one business day, or as agreed to if additional time is required.	100% of questions responded to within one business day, or as quickly as possible (keeping the PM informed).	Periodic customer satisfaction queries.	(+) Favorable customer satisfaction reviews and past performance feedback; Individual Letters of Appreciation.
Common for all objectives: Staff Retention				
Common For All Tasks: The Contractor shall retain as much of their initial staffing as possible during the Period of Performance of this task order.	The staff attrition rate will be calculated based on the number of employees who left in a year divided by the number of employees who were employed in a year.	The attrition rate shall be less than 15% a year.	Every occurrence	(-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).
Objective 1: Investment Management Process Coordination				
Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Task 1: The Contractor shall analyze and review IT and non-IT initiatives through all phases of the CBP PLP and the DHS ARP/CPIC processes (see PWS para 4.1.1)	All contractor conclusions / recommendations are supported by thorough analysis, and are complete, comprehensive and suitable to support government decision making needs.	95% of recommended resolutions / advice / conclusions are consistent and compliant with regulatory and policy guidance. No investment decision during the performance period was delayed, deferred, or otherwise impacted due to the lack of comprehensive supportive analysis.	Monthly random reviews to verify consistency and compliance.	(+) Favorable customer satisfaction reviews and past performance feedback; Individual Letters of Appreciation. (-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future

Task 2: The Contractor shall ensure proper documentation and record keeping, review investment process documentation, maintain the CBP IT and non-IT investment data in IMS (see PWS para 4.1.2)	<p>1) Reviews/audits accurately reflect applicable regulatory and policy guidance (OMB, DHS, and CBP) and contractor effectively communicates submission requirements to the program offices.</p> <p>2) Process documentation accurately reflects applicable regulatory and policy guidance (OMB, DHS, and CBP).</p> <p>3) Internal record database is kept current and records are available to support government decision making needs.</p>	<p>1) 95% of reviews/audits are compliant with regulatory and policy guidance. OR, no discrepancies (major discrepancies) identified during independent audits or QC reviews due to failure to comply with current regulatory and/or policy guidance, notwithstanding program related issues.</p> <p>2) 95% of recommended improvements are consistent and compliant with regulatory and policy guidance.</p> <p>3) Internal record database is kept current on on-going basis</p>	Monthly reviews to verify consistency and compliance.	work (exercise of options).
Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Objective 2: Business Case Support				
Task 1: The Contractor shall assist in the preparation of business cases (OMB Exhibit 300s) for both major IT investments and major non-IT capital assets (see PWS para 4.2.1).	Information and knowledge provided is clear, useful for recipient performance and accurately reflects applicable regulatory and policy guidance (OMB, DHS, and CBP).	Support analysis / advice is 95% compliant with regulatory and policy guidance and effectively communicates submission requirements to the program offices. OMB 300 scores at the enterprise level (based on the sum of all reportable OMB Exhibit 300 and Exhibit 53	Periodic Feedback from Program Management Staff.	<p>(+) Favorable customer satisfaction reviews and past performance feedback; Individual Letters of Appreciation.</p> <p>(-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to</p>

		submissions) are improved by 3% annually, notwithstanding program related issues.		not receiving future work (exercise of options).
Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Objective 2: Business Case Support (Continued)				
Task 2: The Contractor shall review and analyze business cases (OMB Exhibit 300s) (see PWS para 4.2.2)	Reviews/audits accurately reflect applicable regulatory and policy guidance (OMB, DHS, and CBP) and contractor effectively communicates review/audit findings and submission requirements to the program offices. Sections that are not complete, accurate, or lack sufficient relevant information are brought to the attention of the submitting office and guidance is given on improving or correcting the insufficient information.	No discrepancies (major discrepancies) identified during independent audits or QC reviews due to failure to comply with current regulatory and/or policy guidance, notwithstanding program related issues. 100% of incomplete, inaccurate, or lacking sections are brought to the attention of the office that created the business case.	Monthly random reviews to verify consistency and compliance.	(+) Favorable customer satisfaction reviews and past performance feedback to support such as; Individual Letters of Appreciation. (-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).
Task 3: The Contractor shall provide enterprise analysis to ensure consistency in documentation and presentation across projects. (see PWS para 4.2.3)	All contractor conclusions / recommendations are supported by thorough analysis, and are complete, comprehensive and suitable to support government decision making needs.	95% of recommended resolutions / advice / conclusions are consistent and compliant with regulatory and policy guidance. No investment decision during the performance period was delayed, deferred, or otherwise impacted	Monthly reviews to verify consistency and compliance.	

		due to the lack of comprehensive supportive analysis.		
Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Objective 2: Business Case Support (Continued)				
Task 4: The Contractor shall assist Government projects in collecting project measurement and performance information (see PWS para 4.2.4).	Project measurement and performance information is complete, accurate, and suitable to support business case development.	95% of project measurement and performance information is complete, accurate, and suitable to support business case development (not withstanding project related issues).	Monthly reviews to verify completeness and accuracy.	(+) Favorable customer satisfaction reviews and past performance feedback; Individual Letters of Appreciation. (-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).
Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or -)
Objective 3: Budget Formulation and Planning				
Task 1: The contractor shall assist CBP's budget planning processes via CBP's BFX, and to help ensure a consistent communication across various reporting requirements.	CBP BFX information is utilized to more articulately communicate the IT budget to OIT and external stakeholders (see PWS para 4.3.1).	Briefing and presentation materials are consistent with BFX; however, enable OIT to better convey and communicate requirements funded within OIT's budget.	Review on every occurrence	(+) Favorable reviews; positive feedback from OIT management and external stakeholders, which will lead to positive points toward the Contractor's performance assessment (-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).

Performance Area, Task or Deliverable	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentives (+ or)
Task 2: The Contractor shall assist with helping OIT link IT spend to operational business outcomes, to help operators understand the value of IT to their current and future missions.	Clear and articulate displays of how CBP's IT budget (within and outside of CBP) supports CBP's operational outcomes. Presentations assist with conveying purpose and intent of funding, and how it directly supports operational outcomes related to CBP's core value of securing the homeland. May take the form of internal OIT briefs, presentations for CBP leadership (see PWS para 4.3.2).	Information is accurate; display is easy to comprehend including mixed use of charts and narrative.	Regular reviews and meetings	(+) Favorable reviews; positive feedback from OIT management and external stakeholders, which will lead to positive points toward the Contractor's performance assessment (-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).

<p>Task 3: The Contractor shall work with OIT FMD and all OIT offices to enhance current budget planning and formulation efforts. Identify and institutionalize best practices for IT budget planning. The Contractor shall assist OIT in defining a recurring process to build and track budget planning efforts to bring greater visibility to baseline changes as systems, applications, and hardware are modernized/transformed to meet future business needs – in a manner that is consistent with CBP's BFX and line of business structure.</p>	<p>Implement recurring best practice to build and track budget planning efforts to bring greater visibility to baseline changes as systems, applications, and hardware are modernized/transformed to meet future business needs – in a manner that is consistent with CBP's BFX and line of business structure.</p>	<p>Processes are easy to use, easily adapted from one year to the other, and bring add value to OIT planning, execution, and reporting.</p>	<p>Regular reviews and meetings</p>	<p>(+) Favorable reviews; positive feedback from OIT management and external stakeholders, which will lead to positive points toward the Contractor's performance assessment</p> <p>(-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to not receiving future work (exercise of options).</p>
<p>Task 4: The Contractor shall continue to help OIT tie funding to operational outcomes, and to identify areas where CBP may achieve savings. Through assistance with IT budget planning, the Contractor shall help to identify and make recommendations to OIT/FMD – for presentation to OIT leadership - on</p>	<p>Identify methods/processes through which OIT can better identify and make budget trade-off decisions for consideration and decision by OIT leadership on where there may be opportunities for savings based on industry best practices.</p>	<p>Information is accurate; display is easy to comprehend, including mixed use of charts and narratives.</p>	<p>Regular reviews and meetings</p>	<p>(+) Favorable reviews; positive feedback from OIT management and external stakeholders, which will lead to positive points toward the Contractor's performance assessment</p> <p>(-) Require corrective action plans and poor performance could lead to less than satisfactory past performance and to</p>

where there may be opportunities for savings based on industry best practices.				not receiving future work (exercise of options).
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Addendum B: Acronym List

ARP: Acquisition Review Process
CBP: U.S. Customs and Border Protection
CO: Contracting Officer
COR: Contracting Officer's Representative
COTR: Contracting Officer's Technical Representative (replaced by COR)
CPIC: Capital Planning & Investment Control
DHS: Department of Homeland Security
EARB: Enterprise Architecture Review Board (CBP)
FISMA: Federal Information Security Management Act
FYHSP: Future Years Homeland Security Program
IMS: Investment Management System (DHS)
IRB: Investment Review Board
IT: Information Technology
JRC: Joint Requirements Council (DHS)
MNS: Mission Need Statement (CBP)
NDC: National Data Center (CBP)
nPRS: Next Generation Periodic Reporting System (DHS)
OCI: Organizational Conflict of Interest
OA: Office of Administration
OIT: Office of Information and Technology (CBP)
OMB: Office of Management and Budget
OPD: Office of Program Development
PDM/IM: Program Data Module/Investment Module
PLP: Program Lifecycle Process
PWS: Performance Work Statement
PRS: Performance Requirements Summary
RAP: Resource Allocation Planning
RAD: Resource Allocation Decision
SELC: System Engineering Life Cycle
UII: Unique Item Identifier